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## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



1612634050

**Doc#:** 1612634050 **Fee:** \$78.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 05/05/2016 10:29 AM Pg: 1 of 21

**Report Mortgage Fraud**  
**800-532-8785**

The property identified as: **PIN:** 18-09-102-018-0000

**Address:**

**Street:** 524 S Spring Ave

**Street line 2:**

**City:** LaGrange

**State:** IL

**ZIP Code:** 60525

**Lender:** First Community Financial Bank

**Borrower:** Frederick Lynn LLC

**Loan / Mortgage Amount:** \$350,000.00

This property is located within the program area and the transaction is exempt from the requirements of 765 ILCS 777/0 et seq. because the application was taken by an exempt entity.

S yes  
P LI  
S 1  
M No  
SC yes  
E yes

**Certificate number:** 88D3482D-F871-42A8-BA98-EA55FEF6664A

**Execution Date:** 5/11/2016

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## FIRST COMMUNITY FINANCIAL BANK

### RECORD AND RETURN TO:

First Community Financial Bank  
7020 County Line Road  
Burr Ridge, IL 60527

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## MORTGAGE, SECURITY AGREEMENT, AND ASSIGNMENT OF LEASES AND RENTS

\*\*\*\*\*

**MORTGAGOR:** AARON L. COMES AND ELIZABETH M. COMES, HUSBAND AND WIFE, AS  
TENANTS BY THE ENTIRETY  
14150 S US Route 30  
Plainfield, Illinois 60544

**BORROWER:** FREDERICK LYNN LLC  
524 S Spring Avenue  
La Grange, Illinois, 60525

**MORTGAGEE:** FIRST COMMUNITY FINANCIAL BANK  
14150 S US Route 30  
Plainfield, Illinois 60544

**PRINCIPAL SUM:** \$350,000.00

**PREMISES:** 524 S Spring Ave, Village of La Grange, County of Cook, and State of Illinois

**PARCEL ID NUMBER:** 18-09-102-018-0000 AND  
18-09-102-025-0000

**DATED:** April 11, 2016

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## WITNESSETH:

### TO SECURE:

(a) the repayment of the Principal Sum which sum is to be paid, together with interest thereon, in accordance with a certain **NOTE** in the **PRINCIPAL SUM** dated of even date herewith (the "Note") executed and delivered by the **Borrower** for good and valuable consideration and any renewals or extensions thereof, the terms of which are hereby made a part of this Mortgage, and all sums becoming payable under this Mortgage (the foregoing being hereinafter collectively referred to as the "Indebtedness"); and

(b) the performance of all covenants, agreements, obligations or liabilities of Mortgagor under or pursuant to this Mortgage and the performance of all covenants, agreements, obligations and liabilities of Mortgagor to Mortgagee under any other instruments or documents, whether securing payment of the Indebtedness or otherwise.

Mortgagor hereby mortgages, warrants, sells, pledges, conveys, grants, assigns, transfers and sets over to Mortgagee, its successors and assigns, with mortgage covenants and with power of sale (to the extent permitted by applicable law), and grants to Mortgagee, its successors and assigns, a security interest in all of the following (collectively the "Mortgaged Property");

THAT certain real property described in Schedule "A" attached hereto and made a part hereof (the "Land"), together with the right, title and interest of Mortgagor, now owned or hereinafter acquired, in and to the streets, the land lying in the bed of any streets, roads or avenues, opened or proposed, in front of, adjoining or abutting the Land to the center line thereof and strips and gores within or adjoining the Land, the air space and right to use said air space above the Land, all rights of way, privileges, liberties, hereditament and all easements now or hereafter affecting the Land, all royalties and all rights appertaining to the use and enjoyment of the Land, including, without limitation, all alley, vault, drainage, mineral, water, oil and gas rights;

TOGETHER with the buildings and improvements now or hereafter erected on the land (the "Improvements") (the Land and Improvements are hereinafter collectively referred to as the "Real Estate");

TOGETHER with all and singular the tenements, hereditament and appurtenances belonging or in any way appertaining to the Real Estate, and the reversion or reversion's, remainder or remainders, rents, issues, profits and revenue thereof; and also all of the estate, right, title, interest, dower and right of dower, courtesy and rights of courtesy, property, possession, claim and demand whatsoever, both in law and equity, of Mortgagor, of, in and to the Real Estate and of, in and to every part and parcel thereof, with the appurtenances, at any time belonging or in any wise appertaining thereto;

TOGETHER with all of the fixtures and equipment of every kind and nature whatsoever currently owned or hereafter acquired by Mortgagor, and all appurtenances and additions thereto and substitutions or replacements thereof, now or hereafter attached to, or intended to be attached to (though not attached to) the Real Estate or placed on any part hereof (such fixtures and equipment are hereinafter collectively referred to as the "Equipment"), including, but not limited to all plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, incinerating, and escalator, elevator, power loading and unloading equipment and systems, sprinkler systems and other fire prevention and extinguishing apparatus and pipes, pumps, above ground or underground storage tanks, conduits, fittings and fixtures; it being understood and agreed that all Equipment is appropriated to the use of the Real Estate and, whether affixed or annexed or not, for the purposes of this Mortgage shall be deemed conclusively to be Real Estate and mortgaged hereby; and Mortgagor hereby agrees to execute and deliver, from time to time

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such further instruments (including security agreements), as may be requested by Mortgagee to confirm the lien of this Mortgage on the Equipment;

TOGETHER with all Mortgagor's furnishings and all other personal property of whatsoever nature, whenever acquired, located at or used in connection with the Mortgaged Property (the "Personalty");

TOGETHER with all unearned premiums, accrued, accruing or to accrue under insurance policies now or hereafter obtained by Mortgagor and Mortgagor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Mortgaged Property, or any part thereof, into cash or liquidated claims, including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on the Real Estate and the Equipment and Personalty, and the right to collect and receive the same and all awards and/or other compensation including the interest payable thereon and the right to collect and receive the same heretofore and hereafter made to the present and all subsequent owners of the Real Estate and the Equipment and Personalty by the United States, the State of Illinois or any political subdivision thereof or any agency, department, bureau, board, commission, or instrumentality of any of them, now existing or hereafter created (collectively, "Governmental Authority") for the taking by eminent domain, condemnation or otherwise, of all or any part of Mortgaged Property, including all awards for any change or changes of grade or the widening of streets, roads or avenues affecting the Real Estate;

TOGETHER with all rights, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Real Estate, Equipment and Personalty, hereafter acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without further mortgage, conveyance, assignment or other act by Mortgagor, the same shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by Mortgagor and specifically described herein;

TOGETHER with all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of;

TOGETHER with any and all monies now or hereafter on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on policies of fire and other hazard insurance covering the Mortgaged Property.

TO HAVE AND TO HOLD the Mortgaged Property and the properties, rights and privileges hereby granted, bargained, sold, conveyed, mortgaged, warranted, pledged and assigned, and in which a security interest is granted or intended to be, unto Mortgagee, its successor and assigns, forever, for the uses and purposes herein set forth.

Mortgagor represents, warrants, covenants and agrees as follows:

1. **Warranty of Title.** Mortgagor represents and warrants to Mortgagee that it is lawfully seized of the Real Estate in fee simple, and that it has good and marketable title to the Real Estate free and clear of all encumbrances, liens, covenants, restrictions, reservations, conditions, and easements other than those identified in and not omitted from Schedule B of a certain Certificate for Title issued to the Mortgagee in connection with this Mortgage. Mortgagor represents and warrants that this Mortgage, creates a valid mortgage lien on the Mortgaged Property and Mortgagor covenants to (a) warrant and preserve such title and the validity and priority of the lien hereof and defend the same to Mortgagee against the claims of all and every person or persons, corporation or corporations and parties whomsoever claiming or threatening to claim the same or any part thereof and (b) make, execute,

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acknowledge and deliver all such further or other documents, instruments or assurances, and cause to be done all such further acts and things as may at any time hereafter be reasonably desired or required by Mortgagee to fully protect the lien of this Mortgage.

**2. Payment of Indebtedness.** Mortgagor shall duly and punctually pay the Indebtedness at the times and places and in the manner specified in the Note and in this Agreement and shall perform all of the Obligations in accordance with the terms of this Agreement.

**3. Proper Care and Use.**

(a) Mortgagor shall:

- (i) not abandon the Mortgaged Property or any part thereof;
  - (ii) maintain the Mortgaged Property and the abutting grounds, sidewalks, roads, parking and landscape areas in good repair, order and condition;
  - (iii) promptly make all necessary repairs, renewals, replacements and additions to the Mortgaged Property;
  - (iv) not commit or suffer wastes (other than ameliorative waste) with respect to the Mortgaged Property;
  - (v) complete promptly and in a good workerlike manner any new improvements constructed on the Land;
  - (vi) not commit, suffer or permit any act to be done in or upon the Mortgaged Property in violation of any law, ordinance or regulation;
  - (vii) (A) refrain from impairing or diminishing the value or integrity of the Mortgaged Property or the security value of this Mortgage; (B) not remove, demolish or in any material respect alter any of the Improvements, Equipment or Personalty without the prior written consent of Mortgagee; or (C) not make, install or permit to be made or installed, any alterations or additions thereto if doing so will impair the value of the Mortgaged Property; and
  - (viii) not make, suffer or permit any nuisance to exist on any of the Mortgaged Property.
- (b) Mortgagee and any persons authorized by Mortgagee shall have the right to enter and inspect the Mortgaged property at all reasonable times upon reasonable notice. If an Event of Default shall have occurred and be continuing or in the event of an emergency, Mortgagee and any persons authorized by Mortgagee may (without being obligated to do so) enter or cause entry to be made upon the Real Estate and repair and/or maintain the same as Mortgagee may reasonably deem necessary or advisable, and may (without being obligated to do so) make such expenditures and outlays of money as mortgagee may deem reasonably appropriate for the preservation of the Mortgaged Property. All expenditures and outlays of money made by Mortgagee pursuant hereto shall be secured hereby and shall be payable on demand together with interest at the rate set forth in the Note from the date of such expenditure or outlay until paid.

**4. Requirements.**

(a) Mortgagor represents and warrants that, to the best of its knowledge the Mortgaged Property complies with and conforms to, and Mortgagor, at Mortgagor's sole cost and



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expense, shall continue to promptly comply with and conform to, or cause the Mortgaged Property to comply with and conform to all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations and requirements pertaining to the Mortgaged Property, including any and all applicable federal, state or local environmental laws and regulations, all zoning or building, use and land use laws, ordinances, rules or regulations and all covenants, restrictions and conditions now or hereafter of record which may be applicable to Mortgagor or to any of the Mortgaged Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Mortgaged Property (collectively, the "Legal Requirements").

(b) Without limiting the generality of the foregoing, Mortgagor covenants to operate the Mortgaged Property (whether or not such property constitutes a "Facility" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA")) so that no cleanup or other obligation arises in respect of CERCLA or other applicable Federal law or under any state, local or municipal law, statute, ordinance, rule or regulation designed to protect the environment, which would constitute a lien or charge on the Mortgaged Property prior to that of Mortgagee. If any such claim be made or any obligation should nevertheless arise hereafter, Mortgagor agrees that it will, at its own expense, (a) promptly cure and/or contest same and (b) will indemnify Mortgagee from any liability, responsibility or obligation in respect thereof or in respect of any cleanup or other liability as successor, secured party or otherwise (regardless of whether or not Mortgagee may deem to be "owner or operator" under CERCLA.) for any reason including, but not limited to, the enforcement of Mortgagee's rights as a secured party under this Mortgage, or any obligation of law.

## 5. Payment of Impositions.

(a) Mortgagor shall pay and discharge before the last date payment may be made without the imposition of interest or a penalty all taxes of every kind and nature (including, without limitation, all real and personal property, income, franchise, withholding, profits and groups receipts taxes), all charges for any easement or agreement maintained for the benefit of any of the Mortgaged Property, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges and all other public charges whether of a like or different nature, even if unforeseen or extraordinary, imposed upon or assessed on or against Mortgagor or any of the Mortgaged Property, together with any interest or penalties on any of the foregoing (all of the foregoing are hereinafter collectively referred to as the "Impositions"). Mortgagor shall deliver to Mortgagee receipts satisfactory to Mortgagee evidencing the payment of all such impositions within the earlier of thirty (30) days of the last date each such imposition is due and payable without interest or penalty or within ten (10) days of the Mortgagee's written demand therefore. Upon Mortgagor's failure to submit evidence of payment within such thirty day period, it shall be deemed an Event of Default under Section 15 hereof.

(b) Mortgagee shall have the right to pay any Imposition not paid by Mortgagor on or after the last date payment of such Imposition may be made without imposition of interest or a penalty (subject to Mortgagor's right to contest such Imposition as hereinbefore provided, and the amount thereof together with interest thereon at the Default Rate (as hereinafter defined), shall be added to the indebtedness, payable on demand, and shall be secured by this Agreement.

## 6. Insurance.

(a) Mortgagor shall, (i) keep the Real Estate (A) insured against loss or damage by fire, lightning, windstorm, tornado and by such other further and additional risks and hazards as now or hereinafter may be covered by extended coverage and "all risk" endorsements, (B) insured against loss or damage by any other risk commonly insured against by persons occupying or using like properties in the locality in which the Real Estate is situated, (ii) keep the Equipment and Personality insured against loss or damage by fire, lightning, windstorm, tornado and theft and by such other further and additional risks as now or hereinafter may be covered by extended coverage and "all risks" endorsement, (iii) obtain

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and maintain comprehensive public liability insurance on an occurrence basis against claims for personal injury, including, without limitation, bodily injury, death or property damage occurring on, in or about the Mortgaged Property and the adjoining streets, sidewalks and passageways, such insurance to afford immediate minimum protection to a limit of not less than One Million Dollars (\$1,000,000.00) combined single limit for personal injury or death to one or more persons or damage to property, (iv) to the extent the Land lies within an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards, keep the Real Estate insured under a policy of flood insurance in an amount reasonably requested by Mortgagee. Each insurance policy shall (i) be noncancelable (which terms shall include any reduction in the scope or limits of coverage) without at least ten (10) days prior written notice to Mortgagee or (ii) except in the case of worker's compensation and comprehensive public liability insurance, be endorsed to name Mortgagee as its interest may appear, with loss payable to Mortgagee, without contribution, under a standard mortgagee clause and in the case of comprehensive public liability insurance, be endorsed to name Mortgagee as an additional named insured, (iii) in the case of property insurance, provide for deductibles acceptable to Mortgagee, (iv) be written by companies acceptable to Mortgagee, and (v) contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim, deduction or subrogation against Mortgagor. Mortgagor hereby directs all insurers under such policies (except worker's compensation and comprehensive public liability insurance) to pay all proceeds payable thereunder directly to Mortgagee.

(b) Mortgagor shall (i) pay as they become due all premiums for such insurance, and (ii) not later than ten (10) days prior to the expiration of each policy to be furnished pursuant to the provisions of this Article 6, deliver a valid certificate of insurance (or if such certificate is not then available, a renewal binder), evidencing a renewed policy or policies marked "premium paid", or accompanied by such other evidence of payment satisfactory to Mortgagee with standard noncontributory mortgage clauses in favor of and acceptable to Mortgagee.

Notwithstanding the foregoing, Mortgagor shall not be required to provide proof of payment if Mortgagor and such insurance company agree to an alternative, i.e., installment, method of payment, and Mortgagee receives reasonably satisfactory evidence of the terms of such payment arrangement.

(c) If Mortgagor shall be in default of its obligations to so insure or deliver any such prepaid certificate of insurance or renewal binder then Mortgagee, at Mortgagee's option, after notice to Mortgagor (except that no notice shall be required if the insurance has expired or been canceled or terminated), may effect such insurance and pay the premium or premiums therefor, and the amount of such premium or premiums so paid by Mortgagee, with interest from the time of payment at the Default Rate (as hereinafter defined), shall be added to the Indebtedness, payable on demand, and shall be secured by this Mortgage.

(d) All policies of insurance required by this Mortgage shall contain clauses or endorsements to the effect that (i) no act or omission of either Mortgagor or anyone acting for Borrower (including, without limitation, any representations made by Borrower in the procurement of such insurance), which might otherwise result in a forfeiture of such insurance or any part thereof, no occupancy or use of the Mortgaged Property for purposes more hazardous than permitted by the terms of the policy, and no foreclosure or any other change in title to the Mortgaged Property or any part thereof, shall affect the validity or enforceability of such insurance insofar as Mortgagee is concerned, (ii) the insurer waives any rights or setoff, counterclaim, subrogation, or any deduction in respect of any liability of Borrower and Mortgagee, (iii) such insurance is primary and without right of contribution from any other insurance which may be available, (iv) such policies shall not be modified, canceled or terminated without the insurer thereunder giving at least thirty (30) days prior written notice to Mortgagee by certified or registered mail, and (v) that Mortgagee shall not be liable for any premiums thereon or subject to any assessments thereunder, and shall in all events be in amounts sufficient to avoid any coinsurance liability.

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## 7. Impositions and Insurance Escrow.

If an Event of Default (as hereinafter defined) shall have occurred and be continuing, then Mortgagor, upon Mortgagee's request, shall pay to Mortgagee an amount equal to one twelfth of the estimated aggregate annual amount of insurance premiums on all policies of insurance required by this Mortgage, on a specified date each month. Following the occurrence of such Event of Default and receipt of Mortgagee's request, Mortgagor shall cause all bills, statements or other documents relating to such insurance premiums to be sent or mailed directly to Mortgagee pursuant to this Article 7.

Mortgagee shall pay such amounts as may be due thereunder out of the funds so deposited with Mortgagee. If at any time and for any reason the funds deposited with Mortgagee are or will be insufficient to pay such amounts as may then or subsequently be due, Mortgagee may notify Mortgagor and Mortgagor shall immediately deposit an amount equal to such deficiency with Mortgagee. Notwithstanding the foregoing, nothing contained herein shall cause Mortgagee to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Mortgagee pursuant to this Article 7, and Mortgagor shall be entitled to no interest thereon.

## 8. Condemnation/Eminent Domain.

Mortgagor hereby irrevocably assigns to Mortgagee, as additional security for the payment of the Indebtedness until such time as the indebtedness is fully paid, all awards and/or other compensation, including interest payable thereon, hereafter made by any Governmental Authority for the taking by eminent domain, condemnation or otherwise, of all or any part of the Mortgaged Property ("Awards").

Mortgagor agrees that all such Awards shall be paid to Mortgagee and shall be applied by Mortgagee, after the payment of all of its expenses in connection with such proceedings, including costs and attorneys' fees, to the reduction of the Indebtedness with the balance (if any) to be paid to Mortgagor. Mortgagor hereby authorizes Mortgagee, on behalf and in the name of Mortgagor, to collect, execute and deliver valid acquittances for, and to appeal from, any such Awards.

## 9. Discharge of Liens. Utilities.

(a) Mortgagor shall not, without prior written consent of Mortgagee, create, consent to or suffer the creation of any liens, charges or encumbrances (each, a "Prohibited Lien"), on any of the Mortgaged Property, whether or not such Prohibited Lien is subordinate to this Mortgage, or fail to have any Prohibited Lien which may be imposed without Mortgagor's consent discharged and satisfied of record within thirty (30) days after it is imposed, except those liens bonded while being contested. Mortgagor shall pay when due all lawful claims and demands of mechanics, material persons, laborers and others which, if unpaid, might result in, or permit the creation of a Prohibited Lien, except that Mortgagor shall have the right to contest such claims or demands, provided that Mortgagor shall furnish a good and sufficient bond, surety or other security satisfactory, to Mortgagee.

(b) Mortgagor shall pay when due all utility charges which are incurred by it for gas, electricity, water or sewer services and all other assessments or charges of a similar nature, whether public or private and whether or not such taxes, assessments or charges are liens on the Mortgaged Property.

10. Estoppel Certificates. From time to time, within ten (10) days after a request of Mortgagee, Mortgagor shall furnish a written statement, signed and, if requested, acknowledged, setting forth the amount of the Indebtedness which the Mortgagor acknowledges to be secured hereby, specifying any claims of offset or defense which Mortgagor asserts against the Indebtedness or any of the



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Obligations, and, at the request of the Mortgagee, the then state of facts relevant to the condition of the Mortgaged Property.

**11. Expenses.** Mortgagor shall pay, together with any interest or penalties imposed in connection therewith, all expenses incident to the preparation, execution, acknowledgment, delivery and/or recording of this Mortgage, including, without limitation, all filing, registration or recording fees and all federal, state, county and municipal, internal revenue or other stamp taxes and other taxes, duties, imposts, assessments and charges now or hereafter required by the federal, state, county or municipal government, the legal fees of the Mortgagee's Attorney, survey charges, title insurance premiums, and any other expenses connected with this transaction.

**12. Mortgagee's Costs and Expenses.** Upon the occurrence of any Event of Default or the proper exercise by Mortgagee of any of Mortgagee's rights hereunder, or if any action or proceeding be commenced, to which action or proceeding Mortgagee is or becomes party or in which it becomes necessary to defend or uphold the lien of this Mortgage, or if the taking, holding or servicing of this Mortgage by Mortgagee is alleged to subject Mortgagee to any civil fine, or if Mortgagee's review and approval of any document is requested by Mortgagor or required by Mortgagee in connection therewith, then any fees incurred by Mortgagee in connection therewith (including any civil fines and reasonable attorneys' fees and disbursements) shall, after notice and demand, be paid by Mortgagor, or, if paid by Mortgagee upon the failure of the Mortgagor to pay said sum on demand, the amount thereof, together with interest thereon at the Default Rate (as such term is hereinafter defined) shall be added to the Indebtedness, payable on demand, and shall be secured by this Mortgage; and, in any action to foreclose this Mortgage, or to recover or collect the Indebtedness, the provisions of this Article 12 with respect to the recovery of costs, disbursements and allowances shall prevail unaffected by the provisions of any law with respect to the same to the extent that the provisions of this Article 12 are not violative thereof.

**13. Mortgagee's Rights to Perform.** If any Event of Default shall have occurred hereunder and be continuing, Mortgagee, may (but shall be under no obligation), cure the same, and the cost thereof, with interest at a fluctuating per annum rate (the "Default Rate") equal to the rate of interest announced publicly by Mortgagee from time to time as its Prime Rate plus three percent (3%) per annum, shall be added to the indebtedness, payable on demand, and shall be secured by this Mortgage. No payment or advance of money by Mortgagee under this Mortgage shall be deemed or construed to cure any Event of Default arising out of the nonpayment of such amount by Mortgagor or waive any right or remedy of Mortgagee hereunder. The lien of this Mortgage with respect to such amounts shall be prior to any right, title to, interest in or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage.

**14. Further Assurances.** Mortgagor agrees, upon demand of Mortgagee, to do any act or execute any additional documents (including, but not limited to, security agreements on any Equipment or Personalty included or to be included in the Mortgaged Property) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage.

**15. Events of Default.** The occurrence of anyone or more of the following events shall constitute an Event of Default by Mortgagor hereunder:

(a) default in the payment of all or any portion of any installment of principal and/or interest as and when the same become due under the Note, which default continues for a period in excess of ten (10) days from such due date;

(b) default in the performance or observance of any covenant on the part of the Mortgagor to be performed or observed hereunder, or under any other agreement between Mortgagor and Mortgagee which default continues beyond the expiration of any applicable grace or notice period expressly provided herein, or if no grace period is expressly provided, if the default continues more than

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fifteen (15) days after the giving of written notice thereof from Mortgagee, or, if such default is of such a nature that it cannot with due diligence be cured within fifteen (15) days, if Mortgagor shall fail to commence to cure such default with such fifteen (15) day period and thereafter prosecute such cure diligently;

(c) if Mortgagor shall sell, convey, assign or transfer (other than a transfer as the result of a taking by condemnation or eminent domain) the Mortgaged Property or any part thereof or interest therein (any sale, conveyance, assignment or transfer of an interest in Mortgagor, without the prior written consent of the Mortgagee shall be deemed a sale of the Mortgaged Property for purposes hereof), or of the Mortgaged Property or any part thereof or interest therein, including, without limitation, any rents, royalties, profits, income or revenue arising therefrom, is further mortgaged, pledged or encumbered; or

(d) the voluntary suspension of all or a substantial part of its business by Mortgagor, the insolvency of the Mortgagor or any guarantor hereof, the commencement of any proceedings under any bankruptcy or insolvency law by or against the Mortgagor, an assignment for the benefit of creditors by Mortgagor, or any guarantor hereof, application for consent to the appointment of any receiver or trustee for the Mortgagor, or any assignment to an agent authorized to liquidate any substantial part of the assets of Mortgagor; or

(e) the occurrence of an Event of Default under the Note.

**16. Remedies.** Upon the occurrence of any Event of Default hereunder, Mortgagee may declare the entire Indebtedness to be immediately due and payable without presentment, demand, protest or notice of any kind, and Mortgagee may take any and all actions permitted at law or in equity, without notice or demand, as it deems advisable, to protect and enforce Mortgagee's rights against Mortgagor in and to the Mortgaged Property including, but not limited to, the following actions:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon or take possession of the Mortgaged Property, or any part thereof, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Property, or any part thereof or interest therein, or increase the income therein, or increase the interest therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid and apply the same, less costs and expenses of operations and collection, including reasonable attorneys' fees and expenses, against the Indebtedness, all in such order as Mortgagee may determine.

The entering upon and taking possession of the Mortgaged Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default; and notwithstanding the continuance in possession of the Mortgaged Property or the collection, receipt and application of rents, issues or profits. Mortgagee shall be entitled to exercise every right provided for in the Note, this Mortgage or by law upon occurrence of any Event of Default, including the right to exercise the power of sale.

(b) Commence an action to foreclose this Mortgage as a lien, and sell the Mortgaged Property under the judgment or decree of a court of competent jurisdiction.

(c) Mortgagee may, either with or without entry or taking possession of the mortgaged property as provided in this Mortgage or otherwise, personally or by its agents or attorneys, and without prejudice to the right to bring an action for foreclosure of this Mortgage, sell the mortgaged property or any part thereof pursuant to any procedures provided by applicable law, including, without

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limitation, the procedures set forth in Illinois Real Property Law (and any amendments or substitute statutes in regard thereto), and all estate, right, title, interest, claim and demand therein, and right or redemption thereof, at one or more sales as an entity or in parcels, and at such time and place upon such terms and after such notice thereof as may be required or permitted by applicable law. All notices relating to this subparagraph (i) (including, without limitation, Illinois Real Property Law) shall be in writing and shall be deemed sufficiently given or served for all purposes when delivered (i) by personal service or courier service, and shall be deemed given on the date when signed for or, if refused, when refused by the person designated as an agent for receipt of service, (ii) by facsimile transmission, and shall be deemed given when printed confirmation of the completion of the transmission is generated by the sender's facsimile transmission instrument, or (iii) by United States certified mail, return receipt requested, postage prepaid, and shall be deemed given two (2) days after being sent, to any party hereto at the address set forth herein or such other address of which a party shall have notified the party given such notice in writing as aforesaid. For purposes hereof, notices may be given by parties hereto or by their attorneys.

(d) Appoint a receiver, as provided herein.

(e) Specifically enforce any of the covenants on the part of the Mortgagor contained herein.

(f) Following an Event of Default, the Mortgagor promises to pay interest on the unpaid balance due under this Note at the Default Rate (as defined herein). The "Default Rate" shall be the interest rate as stated in the Note (the "Note Rate") at the time the Mortgagee declares an Event of Default plus three (3.0%) percent per annum. Upon any change in the applicable Note Rate, the Default Rate shall simultaneously change to correspond with such change in the Note Rate.

**17. Proceeds of Sale Under Security Agreement.** The purchase money proceeds of any sale made pursuant to any security agreement contained in this Mortgage shall be distributed according to the provisions of the Uniform Commercial Code of the State of Illinois.

**18. Appointment of Receiver.** If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right without notice to Mortgagor, and without regard to the then value of the Mortgaged Property or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Property. Mortgagor irrevocably consents to such appointment and waives notice of any application therefor.

**19. Extension, Release, etc.**

(a) Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or therefore released as security for the full amount of all unpaid obligations, Mortgagee may, from time to time and without notice, agree to:

(i) release any person so liable;

(ii) extend the maturity or alter any of the terms of any such obligation (provided, however, that Borrower shall have consented to any such extension or alteration);

(iii) grant other indulgences, release or reconvey, or cause to be released or reconveyed at Mortgagee's option any parcel, portion or all of the Mortgaged Property;

(iv) take or release any other or additional security for the Indebtedness or any Obligation; or

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(v) make compromises or other arrangements with debtors in relation thereto.

**20. Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment or performance of the Indebtedness and to exercise all rights and powers under this Mortgage or other agreement or any laws now or hereafter in force, notwithstanding some or all of the Indebtedness may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, security interest, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law in equity or by statute. Every power or remedy given to Mortgagee, or to which it is legally entitled may be exercised, concurrently or independently, from time to time as often as may be deemed expedient by Mortgagee.

**21. Security Agreement Under Uniform Commercial Code.** It is the intention of the parties hereto that this Mortgage shall constitute a Security Agreement within the meaning of Article 9 of the Uniform Commercial Code of the State of Illinois. Notwithstanding the filing of a financing statement covering any of the Mortgaged Property in the records normally pertaining to personal property, all of the Mortgaged Property, for all purposes and in all proceedings, legal or equitable, shall be regarded, at Mortgagee's option (to the extent permitted by law) as part of the Real Estate whether or not any such item is physically attached to the Real Estate or serial numbers are used for the better identification of certain items. The mention in any such financing statement of any of the Mortgaged Property shall never be construed as in any way derogating from or impairing this declaration and it is the hereby stated intention of the parties that such mention in the financing statement is hereby declared to be for the protection of Mortgagee in the event any court shall at any time hold that notice of Mortgagee's priority of interest, to be effective against any third party, including the federal government and any authority or agency thereof, must be filed in the Uniform Commercial Code records. Mortgagor hereby agrees that it shall execute and hereby authorizes Mortgagee to file any financing and continuation statements which Mortgagee shall determine in its sole discretion are necessary or advisable in order to perfect its security interest in the Equipment and Personalty covered by this Mortgage, and Mortgagor shall pay any expenses incurred by Mortgagee in connection with the preparation, execution and filing of such statements that may be filed by Mortgagee, or, if paid by Mortgagee, such amounts, shall be added to the Indebtedness, payable on demand, and shall be secured by this Mortgage.

**22. Indemnification: Waiver of Claim.** If Mortgagee is made a party defendant to any litigation concerning this Mortgage or the Mortgaged Property, or any part thereof or interest therein, or the occupancy thereof by Mortgagor, then Mortgagor shall indemnify, defend and hold Mortgagee harmless from all liability by reason of said litigation (other than that arising from Mortgagee's own willful misconduct or gross negligence), including reasonable attorneys' fees and expenses incurred by Mortgagee in any such litigation, whether or not any such litigation is prosecuted to judgment. If Mortgagee commences an action against Mortgagor to enforce any of the terms thereof or because of the breach by Mortgagor of any of the terms hereof, or for the recovery of any sum secured hereby, Mortgagor shall pay Mortgagee's reasonable attorneys' fees and expenses, or, if paid by Mortgagee upon the failure of the Mortgagor to pay said amounts on demand, the amount thereof, together with interest thereon at the Default Rate, shall be added to the Indebtedness, payable on demand, and shall be secured by this Mortgage. The right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If an Event of Default shall have occurred, Mortgagee may engage an attorney or attorneys to protect its rights hereunder, and in the event of such fees and expenses incurred by



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Mortgagee, whether or not an action is actually commenced against Mortgagor by reason of such Event of Default.

**23. No Waivers, etc.** Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and of all of the terms and provisions of this Mortgage to be performed by Mortgagor; Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security in any wise impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien.

**24. Notices.** Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to or served upon either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand, request, consent, approval, or other communication with respect to this Mortgage or to the Mortgaged Property, each such notice, demand, request, consent, approval or other communication shall be in writing and shall be deemed to have been sufficiently given or served when delivered by hand or by overnight courier service or when sent by registered or certified mail, return receipt requested, postage prepaid, directed to the party to receive the same at its address stated above or at such other addresses as may be substituted by notice given upon receipt or, if receipt is refused, three (3) days thereafter.

**25. No Modification.** This Mortgage may not be modified, amended, discharged or waived in whole or in part except by an agreement in writing signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

**26. Financial Information.** So long as the Indebtedness shall be outstanding, Mortgagor and Borrower shall deliver to Mortgagee, or shall cause to be delivered to Mortgagee the following financial information: (1) federal tax returns including all schedules of Mortgagor, Borrower and Guarantor within 120 days after fiscal year end; (2) copies of compiled level financial statements of Borrower and copies of personal financial statements of Individual Guarantor within 120 days after fiscal year end; and (3) such other financial information within 30 days after reasonably requested by Mortgagee. Upon Mortgagor's failure to submit any statement or information required by this section within the time specified therefore, it shall be deemed an event of default under Section 15 hereof.

**27. Captions.** The captions or headings at the beginning of each Article hereof are for the convenience of the parties and are not a part of this Mortgage.

**28. Successors and Assigns.** The covenants contained herein shall run with the land and bind Mortgagor, its successors and assigns and all subsequent owners, encumbrancers, tenants and subtenants of the Mortgaged Property, and shall inure to the benefit of the Mortgagee, its successors, assigns and endorsees.

**29. Enforceability.** All provisions of this Mortgage shall be construed as affording to Mortgagee additional rights to and not exclusive of the rights conferred under applicable Illinois Real Property Law. The creation of this Mortgage, the perfection of the lien or security interest in the Mortgaged Property, and the rights and remedies of Mortgagee with respect to the Mortgaged Property, as provided herein and by the laws of the State of Illinois, shall be governed by and construed in accordance with the laws of the State of Illinois. Whenever possible, each provision of this Mortgage shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Mortgage shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or validity, without invalidating the remaining provisions of this Mortgage.



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Nothing in this Mortgage shall require Mortgagor to pay, or Mortgagee to accept, interest or other payments in an amount which would subject Mortgagee to penalty under applicable law.

In the event that the payment of any interest or other amounts due hereunder would be in excess of the maximum amount allowed by applicable law, then ipso facto the obligation of Mortgagor to make such payment shall be reduced to the highest rate authorized by such law.

**30. Trust Fund.** If applicable, this Mortgage is subject to the trust fund provisions of either Illinois Real Property Law or Lien Law; the Mortgagor shall receive the proceeds of the Notes secured hereby, and shall hold the right to receive such proceeds, as a trust fund to be applied first for the purpose of paying the cost of any improvements before using any part of such proceeds for any other purpose.

**31. Assignment of Leases and Rents.**

(a) Unless and until a default shall have occurred under the Note or under this Mortgage, Mortgagor shall be entitled to receive, collect and enjoy the rents, issues and profits of the Mortgaged Premises and to exercise all of the rights of landlord, provided, however, that from and after the time of such an event of default, Mortgagee shall, without application for the appointment of a receiver or other process of law, become immediately entitled to enter upon the Mortgaged Premises, to receive, collect and enjoy the rents, issues and profits due or to become due from the Mortgaged Premises and to exercise the rights hereinafter granted.

(b) Subsequent to the occurrence of a default, the Mortgagee shall have the power and authority to enter upon and take possession of the Mortgaged Premises and to demand, collect and receive from the tenants or other occupants now or at any time hereafter in possession of the Mortgaged Premises or of any part thereof, rents now due or to become due; endorse the name of the Mortgagor or of any subsequent owner of the Mortgaged Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, give any and all acquittances or any other instrument in relation thereto in the name of the Mortgagor or in the name of the Mortgagee, and either in its name or in the name of the Mortgagor, institute, prosecute, settle, or compromise any summary or legal proceedings for the recovery of such rents, profits, or recover the whole or any part of the Mortgaged Premises, and to institute, prosecute, settle or compromise any other proceedings for the protection of the Mortgaged Premises, for the recovery of any damages done to the Mortgaged Premises, or for the abatement of any nuisance thereon; and Mortgagee shall also have the authority to defend against any legal proceedings brought against the Mortgagor or against the owners arising out of the operation of the Mortgaged Premises.

(c) Subsequent to the occurrence of a default, the Mortgagee shall have the power to lease, rent, and manage the Mortgaged Premises, or any part thereof; to employ an agent to lease, rent and manage the Mortgaged Premises, whose compensation shall be paid out of the gross rents collected; to make any changes or improvements deemed necessary or expedient for the leasing or the renting of the Mortgaged Premises; to keep and maintain the Mortgaged Premises in good condition; and to purchase all equipment or supplies necessary or desirable in the operation and maintenance of the Mortgaged Premises; to pay for all utilities, maintenance, repairs, and other items relating to operating the Mortgaged Premises; to pay taxes, assessments, water and sewer rates, and meter charges due and unpaid or which may be due and payable; to pay the indebtedness herein described; to pay the premiums on all policies of insurance covering the Mortgaged Premises; to comply with orders of any governmental departments having jurisdiction over the Mortgaged Premises; to remove any mechanics' liens, security interest, or other liens against the Mortgaged Premises; and, in general, to pay all charges and expenses in the operation of the Mortgaged Premises.

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(d) Subsequent to the occurrence of a default, the Mortgagor shall execute such documents as Mortgagee may require Mortgagor to execute in order to effectuate the purposes of this Agreement, including, but not limited to, the execution of letters to all tenants advising them to forward all rents and income payments to Mortgagee (or the Mortgagee's designee), and Mortgagor further appoints Mortgagee as its attorney-in-fact, and authorizes it to execute, issue and deliver any notices or documents on behalf of Mortgagor in order to effectuate the purposes of this Assignment.

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(e) Subsequent to the occurrence of a default, the Mortgagee shall have the authority to pay the reasonable costs of all the matters herein mentioned out of the rents and other revenues received from the Mortgaged Premises and the cost of any such expenditures and of any payment which may be made by the Mortgagee under any of the provisions of this Agreement, shall be deemed secured by the mortgage or mortgages held by Mortgagee against the Mortgaged Premises and such costs may be retained by the Mortgagee out of the rents of the Mortgaged Premises.

(f) The Mortgagee shall in no way be liable for any act done or any thing omitted by it and nothing herein contained shall be construed to prejudice its right to institute or to prosecute any proceedings to foreclose, or to enforce any lien on any other collateral.

(g) Subsequent to the occurrence of a default, the Mortgagor hereby assigns, transfers, and sets over to the Mortgagee all leases and sub-leases made to the various tenants in the building(s), and all its right, title and interest therein, hereby authorizing and empowering the Mortgagee to continue present leases, or to lease any one or more apartments or space therein upon such terms and conditions as the Mortgagee may deem just and proper, and, if necessary, to execute, acknowledge and deliver any and all instruments in writing necessary to effectuate the purpose of this Agreement. The Mortgagee shall have full power and authority to do and perform all acts or things necessary to be done in and about the Mortgaged Premises as fully and to all intents and purposes as the Mortgagor might or could do if present, with full power of substitution and revocation, hereby ratifying and confirming all that the Mortgagee shall lawfully do or cause to be done by virtue hereof.

(h) The Mortgagor hereby agrees that it will not cancel, materially modify or surrender any lease with a term in excess of one year now existing in respect to any portion of the Mortgaged Premises, nor reduce any rents, or change, materially modify or waive any existing lease, nor accept any prepayment of rent in excess of one month without written consent of the Mortgagee.

## 32. Protection of Mortgagee's Security.

(a) Advances, disbursements and expenditures made by Mortgagee for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Security Instrument, constitute "Protective Advances":

(i) all advances by Mortgagee in accordance with the terms of this Security Instrument to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (B) preserve the lien of this Security Instrument or the priority thereof; or (C) enforce this Security Instrument, as referred to in Subsection (b)(5) of Section 5/15 1302 of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15 1101 et seq., as from time to time amended (the "Act");

(ii) payments by Mortgagee of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (C) other obligations authorized by this Security Instrument; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Mortgaged Property, as referred to in Section 5/15 1505 of the Act;

(iii) advances by Mortgagee in settlement or compromise of any claims asserted by claimants under any prior liens;

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(iv) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Security Instrument as referred to in Section 5/15 1504(d)(2) and 5/15 1510 of the Act; (B) in connection with any action, suit or proceeding brought by or against Mortgagee for the enforcement of this Security Instrument or arising from the interest of Mortgagee hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Mortgagee's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing as referred to in Subsection (b)(1) of Section 5/15 1508 of the Act;

(vi) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Security Instrument;

(vii) expenses deductible from proceeds of sale as referred to in Subsections (a) and (b) of Section 5/15 1512 of the Act; and

(viii) expenses incurred and expenditures made by Mortgagee for any one (1) or more of the following: (A) premiums for casualty and liability insurance paid by Mortgagee whether or not Mortgagee or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the Mortgaged Property imposed by Subsection (c)(1) of Section 5/15 1704 of the Act; (B) repair or restoration of damage or destruction in excess of available insurance proceeds or condemnation awards; (C) payments required or deemed by Mortgagee to be for the benefit of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Mortgaged Property; (E) pursuant to any lease or other agreement for occupancy of the mortgaged real estate.

(b) All Protective Advances shall be so much additional Indebtedness, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

(c) This Security Instrument shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Security Instrument is recorded pursuant to Subsection (b)(5) of Section 5/15 1302 of the Act.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of the Act, apply to and be included in the

(i) determination of the amount of Indebtedness at any time;

(ii) indebtedness found due and owing to Mortgagee in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) determination of amounts deductible from sale proceeds pursuant to Section 5/15 1512 of the Act;

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(iv) application of income in the hands of any receiver or mortgagee in possession; and

(v) computation of any deficiency judgment pursuant to Subsections (b)(2) and (e) of Section 5/15 1508 and Section 5/15 1511 of the Act.

### 33. Miscellaneous.

(a) Definitions: As used in this Mortgage, the singular shall include the plural as the context requires and the following words and phrases shall have the following meaning:

- (i) "including" shall mean "included but not limited to";
- (ii) "provisions" shall mean "provisions, terms, covenants and/or conditions";
- (iii) "lien" shall mean "lien, charge, encumbrance, security interest, mortgage and/or deed of trust";
- (iv) "obligation" shall mean "obligation, duty, covenant and/or condition"; and
- (v) "any of the Mortgaged Property" shall mean "the Mortgaged Property or any part thereof or interest therein."

(b) Any act which Mortgagee is permitted to perform hereunder may be performed at any time and from time to time by Mortgagee or any person or entity designated by Mortgagee. Any act which is prohibited to Mortgagor hereunder is also prohibited to all lessees of any of the Mortgaged Property.

(c) Each appointment of Mortgagee as attorney-in-fact for Mortgagor under the Mortgage is irrevocable until such time as the Indebtedness is paid in full and coupled with an interest.

(d) Mortgagee has the right to refuse to grant its consent, approval or acceptance or to indicate its satisfaction as required hereunder, except as otherwise expressly provided herein.

34. Lien Priority. This Mortgage is a **Third** in priority mortgage lien on the Property, subordinate to a **first** mortgage lien in favor of **Bank of America** in the amount of \$386,129.00 and a **second** mortgage lien in favor of **First Community Financial Bank** in the present amount of \$83,758.00



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**35. U.S. Small Business Administration.**

(a) The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

(i) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

(ii) Mortgagor or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny an obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed the day and year first above written.

**MORTGAGOR**

By: Aaron L. Comes  
Aaron L. Comes

STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS:

The foregoing instrument was acknowledged before me this 11 day of April, 2016 by Aaron L. Comes.

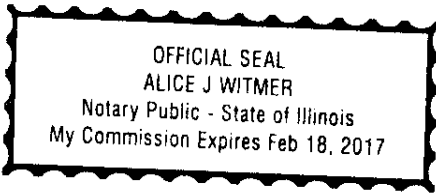
(SEAL)

Alice J. Witmer  
Notary Public  
Printed Name: Alice J. Witmer  
My Commission Expires: 2/18/17

STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS:

The foregoing instrument was acknowledged before me this 11 day of April, 2016 by Elizabeth M. Comes.

(SEAL)



By: Elizabeth M. Comes  
Elizabeth M. Comes,

Alice J. Witmer  
Notary Public  
Printed Name: Alice J. Witmer  
My Commission Expires: 2/18/17

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## SCHEDULE "A"

### Property Description

THE SOUTH 1/2 OF LOT 150 AND ALL OF LOT 151 IN SPRING GARDENS A SUBDIVISION OF EAST 1/2 OF THE WEST 1/2 OF NORTHWEST 1/4 AND EAST 1/2 OF NORTHWEST 1/4 OF SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 19, 1925 AS DOCUMENT 8950766 IN COOK COUNTY, ILLINOIS

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